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AttorneysforDefendants  
WELLSFARGOFINANCIAL  
MISSOURI,INC.,WELLSFARGO  
FINANCIALACCEPTANCE,WELLS  
FARGOAUTOFINANCE,INC.,WELLS  
FARGOFINANCIALCAR,LLC

UNITEDSTATESDISTRICTCOURT  
NORTHERNDISTRICTOFCALIFORNIA

RICHARDHOWARD,  
Plaintiff,

vs.

WELLSFARGOFINANCIALMISSOURI,  
INC.,WELLSFARGOFINANCIAL  
ACCEPTANCE,WELLSFARGOAUTO  
FINANCE,INC.,WELLSFARGO  
FINANCIALCAR,LLC,andDOES1-50,

Defendants.

CaseNo.:CO7-05881EDL  
Assignedto:MagistrateJudgeElizabethD.  
Laporte

**DEFENDANTS' ANSWERTO  
PLAINTIFF'S SECOND AMENDED  
COMPLAINT**

ComplaintDate:November20,2007

FortheiranswertoPlaintiff'sSecondAmendedComplaint,DefendantsWellsFargo  
FinancialMissouri,Inc.,WellsFargoFinancialAcceptance,WellsFargoAutoFinance,Inc.,and  
WellsFargoCAR,LLC("Defendants")admit,deny,andaffirmativelyallegeasfollows:  
1. Paragraph1setsforthnoallegationsoffact,butassertsalegalconclusionwhich  
requiresnoanswer.Totheextenttheseallegationsmaybedeemedtorequireananswer,  
Defendantsdenytheallegationsinparagraph1.

2. Paragraph 2 sets forth no allegation of fact, but asserts a legal conclusion which requires no answer. To the extent these allegations may be deemed to require an answer, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2, and therefore deny same.

3. Paragraph 3 sets forth no allegation of fact, but asserts a legal conclusion which requires no answer. To the extent these allegations may be deemed to require an answer, Defendants deny the allegations in paragraph 3.

4. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4, and therefore deny same.

5. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5, and therefore deny same.

6. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6, and therefore deny same.

7. Defendants admit that the entries on plaintiff's credit report were removed as part of the settlement in *Howard v. Blue Ridge Bank*, 371 F.Supp.2d 1139 (N.D. Cal., 2005).

Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 7, and therefore deny same.

8. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8, and therefore deny same.

9. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9, and therefore deny same.

10. Defendants admit that Trans Union contacted Wells Fargo regarding the disputed account and that Wells Fargo verified the account based on the information that was known to it at that time. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 10, and therefore deny same.

### **FIRST CLAIM FOR RELIEF**

11. Defendants incorporate by reference their responses to the prior paragraphs herein as if fully restated.

12. Paragraph 12 sets forth no allegation of fact, but asserts a legal conclusion which requires no answer. To the extent these allegations may be deemed to require an answer, Defendants deny the allegations in paragraph 12.

13. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13, and therefore deny same.

14. Paragraph 14 sets forth no allegation of fact, but asserts a legal conclusion which requires no answer. To the extent these allegations may be deemed to require an answer, Defendants deny the allegations in paragraph 14.

15. Paragraph 15 sets forth no allegation of fact, but asserts a legal conclusion which requires no answer. To the extent these allegations may be deemed to require an answer, Defendants deny the allegations in paragraph 15.

**SECOND CLAIM FOR RELIEF**

16. Defendants incorporate by reference their responses to the prior paragraphs herein as fully restated.

17. Paragraph 17 sets forth no allegation of fact, but asserts a legal conclusion which requires no answer. To the extent these allegations may be deemed to require an answer, Defendants deny the allegations in paragraph 17.

18. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18, and therefore deny same.

19. Paragraph 19 sets forth no allegation of fact, but asserts a legal conclusion which requires no answer. To the extent these allegations may be deemed to require an answer, Defendants deny the allegations in paragraph 19.

20. Paragraph 20 sets forth no allegation of fact, but asserts a legal conclusion which requires no answer. To the extent these allegations may be deemed to require an answer, Defendants deny the allegations in paragraph 20.

**PRAYER**

**On the First Claim for Relief:**

1. Defendants deny that plaintiff is entitled to any actual damages.
2. Defendants deny that plaintiff is entitled to any injunctive relief.
3. Defendants deny that plaintiff is entitled to any attorney's fees.
4. Defendants deny that plaintiff is entitled to any costs and expenses.

**On the Second Claim for Relief:**

1. Defendants deny that plaintiff is entitled to any actual damages.
2. Defendants deny that plaintiff is entitled to any punitive damages.
3. Defendants deny that plaintiff is entitled to any injunctive relief.
4. Defendants deny that plaintiff is entitled to any attorney's fees.
5. Defendants deny that plaintiff is entitled to any costs and expenses.

**Affirmative Defenses:**

1. The complaint fails to state a claim upon which relief can be granted because Defendants did not violate FCRA.
2. The complaint fails to state a claim for negligent non-compliance with FCRA because Defendants conducted a reasonable investigation and carried out their duties pursuant to 15 U.S.C. § 1681s-2.
3. The complaint fails to state a claim for willful non-compliance with FCRA because Defendants conducted a reasonable investigation and carried out their duties pursuant to 15 U.S.C. § 1681s-2.
4. Any prayer for injunctive relief under FCRA is barred because such relief is not available under 15 U.S.C. § 1681s-2.
5. Any prayer for punitive damages under FCRA is barred because Defendants did not willfully fail to comply with the requirements of 15 U.S.C. § 1681s-2.
6. Plaintiff's claims are barred by the doctrine of res judicata.
7. Plaintiff's claims are barred by the doctrine of estoppel.
8. Plaintiff's claims are barred by the doctrine of non est.

9. Plaintiff's claims are barred by the doctrine of ratification.

10. Plaintiff's claims are barred by the doctrine of estoppel.

11. Plaintiff's claims are barred by the doctrine of accord and satisfaction.

12. Plaintiff's claims are barred by the doctrine of waiver.

13. Plaintiff's claims are barred by the doctrine of laches.

Defendants reserve the right to assert such other defenses as may become known through discovery.

DATED: March 11, 2008

SEVERSON & WERSON  
A Professional Corporation

By: /s/ Peter H. Bales

Peter H. Bales

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